

City of Fairview

Request for Proposal

RFP # PILOT-1

AUTOMATED SPEED ENFORCEMENT PILOT PROJECT

Closing Date & Time: Tuesday, October 6, 2015, 5:00 PM (Pacific)

Schedule of Events:

RFP Released – Tuesday, September 15, 2015

Deadline for Questions – Monday, September 28, 2015

City's Responses to Questions – Within 5 Days from Request

Sealed Proposals Due to the City – Tuesday, October 6, 5:00 pm

RFP Interviews – TBD if needed

Announcement of Successful Proposer – October 12, 2015

Contract Award – October 21, 2015

Project Completion – On or before March 1, 2016

The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

Mark the outside of your mailing envelope with "RFP #PILOT-1"

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THIS LOCATION:

If delivered by the U.S. Postal Service, it must be addressed to:

Christy Wurster
City of Fairview Administration
P.O. Box 337
Fairview, Oregon 97024-3817

If delivered by a courier, overnight delivery or other service, address to:

Christy Wurster
City of Fairview Administration
1300 NE Village Street
Fairview, Oregon 97024-3817

1. PURPOSE AND BACKGROUND

By responding to this Request for Proposal (RFP), the prospective vendor agrees that he or she has read and understands all documents within this RFP package.

Purpose: The City of Fairview (hereinafter “the City”) requests proposals from qualified vendors for a 24-month State of Oregon authorized Automated Speed Enforcement Pilot Project to assess pedestrian and traffic safety impacts. As part of the pilot, the City intends to utilize a vendor provided fix mounted radar system capable of capturing, video recording, and documenting speed violations in a selected school zones. The City also is seeking associated back office arrangements and supporting services to ensure that violations are efficiently handled, that notices of infraction are mailed to violators, and that infraction data are transmitted electronically to the Fairview Municipal Court for further processing.

Overall, the goal of Fairview’s Automated Speed Enforcement Pilot Project is to ascertain the degree to which photo radar enforcement can enhance the safety of pedestrians in school zones by lowering speeds to mandated levels. This information will be conveyed to the Oregon State Legislative Assembly each odd numbered year for consideration of program being permitted or outright banned statewide. The pilot project also will have significant public education, research and evaluation components that the successful vendor will be expected to support, as specified below in Sections 2 and 5 of this RFP.

The City has two specific objectives with this project. The first objective is of paramount importance; the second is an ancillary objective appropriate to the pilot study:

- to significantly decrease the average speed of vehicular traffic in school zones and, thereby, to reduce the likelihood and severity of pedestrian-vehicle collisions in those zones;
- to explore the comparative effectiveness of photo radar technology in accomplishing this objective when compared with traditional officer emphasis operations and fixed site improvements other than photo radar cameras (e.g. traffic beacons or radar speed boards).

Background: In the spring of 2013, the Oregon State Legislature passed a bill authorizing only the City of Fairview to conduct a pilot program to evaluate the effectiveness of stationary photo radar enforcement with video capabilities on pedestrian and traffic safety in school zones.

The Fairview City Council voted on February 4, 2014 to move forward with the Pilot program as authorized by the State of Oregon and to issue an RFP for vendor services.

2. SOLICITATION OBJECTIVES

The City of Fairview intends to contract with a vendor with a strong record of experience in photo enforcement of traffic laws for automated speed enforcement services in school zones. Especially important will be the demonstrated experience of the vendor in working successfully with police departments and courts in other jurisdictions within the United States

The vendor will provide two (2) fully operational photo radar systems for placement in a designated school zone. The contracted services shall include all hardware, software, maintenance, processing of violations, and related services specified below. A uniformed officer from the Fairview Police Department will approve any citations issued during the program.

With this solicitation, the City intends to award one contract and does not anticipate award to multiple companies. The contract term will be for a two (2) year term with option for the City to extend the contract for additional one (1) year increments.

Vendor proposal must guarantee cost neutrality; that is, vendor will install all necessary equipment, at their expense, and will be compensated by a specified amount per paid citation. In the event the photo radar in a school zone pilot project is repealed by the Oregon Legislature or prohibited by a Court of Competent Jurisdiction or by a vote of the citizens of Fairview the contract shall be deemed cancelled and the City of Fairview shall remain cost neutral. If, however, the City of Fairview cancels the contract within the first twenty-four (24) months without cause or for reasons outlined above, the City shall reimburse the vendor for the direct costs associated with the installation of the system, which costs will be amortized over thirty-six (36) months.

Should the City elect not to extend the initial contract beyond twenty-four months (24) there will be cost neutrality; that is, vendor will only receive compensation for authorized paid citations and will not receive additional compensation in the event the amount does not equal the cost of direct installation.

Oregon law requires a thirty (30) day written warning period before citations can be issued. Vendor agrees to issue warning letters for the first thirty (30) days of this project.

The City expects to acquire specific services as summarized below. The services sought from qualified vendors include the following:

1. Provision, installation, and maintenance of two (2) free standing/mounted fully equipped photo radar systems that include an “automated traffic safety camera” and that is capable of detecting school speed violations and capturing and storing photographic evidence of these violations; the equipment must be capable of generating both still photos and video. The radar

and camera equipment can only operate when the flashing yellow lights are operating indicating an active school zone. The vendor will link electronically to city-provided flashing yellow lights so that they only capture images during official school days.

2. Provision, installation, and maintenance of all state required signage in compliance with all local and State mandated requirements.
3. Provision, installation, and maintenance of two (2) state required “your speed is” signs to indicate a drivers current rate of speed.
4. Processing of data prior to shipping of violations via secure internet connection to FPD for review and authorization of citations for those events that meet specified criteria.
5. Initial mailing of duly authorized citations to registered vehicle owners for payment, as well as electronic notification of Fairview Municipal Court (FMC) on citations returned to the vendor as undeliverable. The vendor will be asked to perform subsequent citation mailings for those undeliverable citations where FMC can identify a better address.
6. Electronic upload of citations data to the Fairview Municipal Court Incode database subsequent to the initial mailing.
7. Maintenance of an on-line internet viewing capability for use by Court personnel and members of the public.
8. Provision of expert testimony at contested Court hearings when necessary.
9. Assistance with development of public information, education, and outreach campaign.
10. Provision of regular statistical reports on vehicle speeds and photo radar enforcement in support of the City’s State authorized Automated Speed Enforcement Pilot evaluation program.
11. Training of Fairview Police Officers’ in the operation of all facets of the automated traffic safety camera process deployed in designated school zone.
12. Training other City staff involved in implementation of the pilot project.

3. MINIMUM QUALIFICATIONS

Minimum Qualifications (MQ): There is one (1) minimum requirement that the bidder must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with this minimum qualification. The City will reject without further consideration those proposals that are not clearly responsive to this minimum qualification.

MQ#1: Vendor Experience- A bidder must provide documentation of successful deployment of automated photo radar equipment in a minimum of three (3) other cities, counties, states, or provinces. A bidder shall provide reference contacts, including name, title, address, phone number for each such deployment and provide a description of the services provided, the length of time service has been in place, and the results of the deployment.

Bidders are encouraged to provide documentation of experience, if any, that exceeds the minimum qualifications set forth above.

4. MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

This RFP solicitation and resultant contract require licensing as listed below. The Vendor must meet all licensing requirements immediately after contract award, or the City will retain the right to reject the Vendor.

Companies are required to license, report and pay any applicable revenue taxes as required by the State of Oregon, Multnomah County, and City of Fairview.

All costs for licenses, permits, and any applicable taxes, owed shall be the borne by the Vendor and not charged separately to the City.

5. FUNCTIONAL SPECIFICATIONS

Functional Specifications (FSs): The following specifications outline requirements that the City would find desirable in a proposal submission. The intent here is to allow submitting vendors to describe briefly key technical and/or operating characteristics of their photo radar systems. Vendor proposals should clearly and concisely address each numbered specification.

FS#1- Electronic Data Capture, Storage, and Transmission

- 1.1 Vendor must supply proven radar technology that meets International Association of Chiefs of Police (IACP) standards for speed measurement, with a maintenance record to assure equipment is calibrated and properly functioning. Describe in detail the system proposed, including such as direction, range of speed detection, and multi-lane capability.
- 1.2 Vendor must supply “automated traffic safety camera(s)” that are capable of capturing digital color photos and accompanying video of good quality of the vehicle and license plate (front and rear) during school speed zone operations. Wet film applications are specifically excluded. Vendors shall submit examples of photos under the following conditions: (1) daytime- fair conditions, (2) daytime- rain or snow, (3) nighttime- fair conditions, (4) nighttime- rain or snow. Describe in detail the capability of the cameras proposed, including items such as media format and resolution, maximum shutter and flash speeds, and ease of operation. Digital data captured with

the violation event must be recorded simultaneously with exposure of the violation photographic and video images. Describe in detail the data recorded during the violation.

- 1.3 Excluding obstructed or missing plates, photo equipment must successfully capture and record a legible image of the license plate of violating vehicles 95% of the time regardless of weather conditions (i.e., lighting, sun glint or glare).
- 1.4 Photo radar system must be capable of capturing violations in multiple lanes of the school zone approach.
- 1.5 Cameras must be self-contained and enclosed.
- 1.6 Data must be securely stored and backed-up.
- 1.7 Electronic data collection equipment must be capable of recording and storing a continuous segment of data including the date, time and speed of all vehicles entering the enforcement zone.
- 1.8 Vendor must account for each notice of infraction form by creating a database that shows infraction number, vehicle description, vehicle owner, date, time and location of infraction. Data on rejected or damaged infractions must be available for review by FPD on a monthly basis.
- 1.9 Vendor shall retain photos, associated video and data elements for all notices of infraction issued for a minimum of three (3) years. Events subjected to public disclosure or Court discovery requests in FPD or the Fairview Municipal Court must be retained until they are no longer required for litigation.
- 1.10 Vendor shall obstruct view of all other passengers so that only the drivers face is visible in any reproduced video or photographs.

FS #2- Infraction Processing

- 2.1 Vendor must obtain the names and addresses of registered vehicle owners whose vehicle was identified as exceeding the speed in school zones. Registered vehicle owner information shall be obtained for all vehicles registered within any district or state of the United States of America. Vendor must indicate if they have, or can obtain, access to the National Law Enforcement Telecommunications System (NLETS) to identify registered vehicle owners.
- 2.2 Vendor must provide a secure Web-based solution for FPD officers to review infraction photos, accompanying video and data elements to authorize the issuance of an infraction notice.
- 2.3 Vendor must send infraction data notification to the FPD within five days of the infraction. FPD will then certify that the infraction took place and notify the vendor to send an infraction notice to the registered owner by mail within 10 business days of the infraction.
- 2.4 Vendor must work closely with the Fairview Municipal Court (FMC) to allow for electronic transmission of data on all notices of infraction to the court. On a daily basis, or as otherwise agreed, the vendor will transmit the Court a text file containing all information on issued citations and notices of infraction, for uploading into the FMC computer system.

- 2.5 Vendor shall also coordinate with the Court and Law Department regarding content and appearance of the notice of the infraction and the Certificate of Innocence for registered owners who wish to disclaim that they were driving the vehicle at the time of the violation. The infraction must include an image of the rear license plate of the vehicle, date, time, speed, and location information.
- 2.6 Vendor must provide a web-based solution for an alleged violator to review his/her infraction photos and accompanying video. Violation photos and video also must be readily available for viewing and printing on equipment owned by Fairview Municipal Court.

FS #3- Project-Related Services

- 3.1 Vendor must provide the FPD Project Manager with monthly reports documenting vehicle volumes, speeds, and the number of infractions issued in selected school zones during deployment of speed cameras. This is a crucial aspect of the pilot project as it may well determine whether automated speed enforcement operations will continue into the future.
- 3.2 Access to vendor data reports might be best provided through a web-based reporting system.
- 3.3 Vendor should be capable of advising the City regarding elements of a public awareness/education campaign before and throughout the pilot project. As part of this, the vendor could be asked to conduct a random telephone survey to gauge public understanding of and support for automated speed enforcement in Fairview.
- 3.4 Vendor will be responsible for training City personnel in FPD and the Fairview Municipal Court to ensure hands-on knowledge of equipment, protocols of use, and best practices. Police training should be at a level allowing for trained personnel to train others.
- 3.5 Vendor will be available to serve as an expert witness on an as-needed basis to support court challenges to photo radar camera operations. The City will consider calling on City or other qualified local area resources for periodic certifications of the photo radar cameras systems in conformance with the IACP standard.
- 3.6 Vendor will be responsible for maintenance of all equipment and systems, including both the scheduled and non-scheduled repairs and recurring maintenance or upgrades (e.g., computer software, lights, etc.). This responsibility should be exercised in a way that will not disrupt speed enforcement operations, to the degree possible. The apparent successful vendor must submit a Maintenance Support Plan for all equipment which will be incorporated into any contract awarded.

6. CONTRACT TERMS

Contract Term: This contract shall be for two (2) years, with one (1) one year extensions allowed at the sole option of the City. Such extension shall only go into effect with written confirmation 45 days prior to the automatic termination date. The Vendor may also provide a

notice to not extend, but must provide notice at least 45 days prior to the automatic termination date.

Trial Period and Right to Award to Next Low Vendor: A ninety (90) day trial period shall apply to the contract awarded as a result of this solicitation. During the trial period, the vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of service, the City's decision shall prevail. The City agrees to pay only for services received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Pricing: Pricing shall be prepared to the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Prices offered shall be firm fixed throughout the two years of any resulting contract. Any price increases thereafter will be considered on a pass through basis only, increases that do not produce a higher profit margin than those prices established under the contract.

The City of Fairview will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the City has accepted the higher price and the contract amended, the invoice may be rejected and returned to the Vendor for correction.

Invoicing: Invoices shall be mailed in duplicate to the City of Fairview Finance Department, Attn: Accounts Payable.

7. INSTRUCTIONS TO BIDDERS

This Section details City procedures for directing the RFP process. The City reserves the right, at its' sole discretion, to reject the proposal of any Proposer that fails to comply with any procedure in this Section.

Communications with the City

All Vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Christy Wurster
503-674-6221
e-mail: wursterc@ci.fairview.or.us

If delivered by the U.S. Postal Service, it must be addressed to:

Christy Wurster
City of Fairview Administration
P.O. Box 337
Fairview, Oregon 97024-3817

If delivered by a courier, overnight delivery or other service, address to:

Christy Wurster
City of Fairview Administration
1300 NE Village Street
Fairview, Oregon 97024-3817

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee (other than the RFP Coordinator) is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

Contact by a Vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the Vendor's proposal.

Pre-Proposal Teleconference

The City is willing to conduct an optional pre-proposal tele-conference on a date and at a time mutually agreed to by the Vendor and the City. Proposers are not required to participate in a teleconference in order to be eligible to submit a proposal. The purpose of the teleconference option is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation.

Questions

Questions shall also be submitted in writing, whether by e-mail, fax or letter, to the RFP Coordinator Christy Wurster at wursterc@ci.fairview.or.us no later than the date and time given on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

Changes to the RFP

A change may be made by the City, if in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City and shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure that they have received addendums if any are issued.

Receiving Addendums and/or Questions and Answers

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City intends to make information available on the City website. The City website for this RFP and related documents is:

<http://www.fairvieworegon.gov>. Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material. The City reserves the right to accept on Offer as considerate of all such Questions and Answers and Addendums that have been issued, if any. Should an Addendum modify the Offer Form and Vendor fails to utilize the most current Offer Form as provided in the most recent Addendum, the Buyer shall have the sole responsibility to determine if the revised Offer Form provides a material and/or more stringent requirement, and if so the Buyer will reject the Vendor for not utilizing the most recent Offer Form.

Proposal Response Date and Location

- a) Proposals must be received into the City's Administration Offices no later than the date and time given on page 1 except as revised by Addenda.
- b) Proposals must be submitted in a hard-copy original. FAX and e-mail copies are not a substitute for the hard-copy original.
- c) Responses should be in a sealed box or envelope clearly marked and addressed with the RFP Coordinator, RFP title and number. If RFP's are not clearly marked, the Vendor has all risks of the RFP being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying responses submitted that are not properly marked.
- d) Mark the outside of your mailing envelope to with "RFP #PILOT-1 ". This is important to proper handling of your submittal.
- e) The RFP responses may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.

If delivered by the U.S. Postal Service, it must be addressed to:

Christy Wurster
City of Fairview Administration
P.O. Box 337
Fairview, Oregon 97024-3817

If delivered by a courier, overnight delivery or other service, address to:

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1300 NE Village Street
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- f) The City requires (1) original, (7) copies and (1) CD.
- g) Please do not use binders or plastic folders, unless essential due to the size of your submission. The City prefers simple, stapled paper copies.
- h) The submitter has full responsibility to ensure the proposal arrives to the City Administration Office within the deadline. The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals will be opened after the due date and time. Responses arriving after the deadline may be returned, unopened, to the Proposer, or may simply be declared non-responsive and not subject to evaluation, or may be found to have been received in accordance to the solicitation requirements, at the sole determination of Administration.
- i) RFP responses shall be signed by an official authorized to legally bind the Proposer.
- j) The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation.

No RFP Opening- No Reading of Prices.

The City does not conduct a bid opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

Offer Forms.

Proposers shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. All prices shall be in US Dollars.

Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Buyer. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

Insurance Requirements.

Proposer shall procure and keep in force during the term of the Agreement, at Proposer's own cost and expense, the following policies of insurance with companies licensed to do business in the State of Oregon, (a) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (b) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, and personal injury. The policies listed above shall contain a waiver of subrogation in favor of the City and shall name the City as an additional insured with respect to the services performed under the Agreement. The coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess over the insurance outlined above.

Insurance requirements presented are mandatory. The apparent successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their proposal.

Contract Terms and Conditions

The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

However, Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, terms and conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply with all the requirements, specifications, terms and conditions, without exception, unless modified by the City.

Vendors may submit a request for consideration of an exception or alternative terms or conditions, however the City has no obligation to negotiate or modify the contract based upon such requests and the City may choose to disregard any such exceptions.

Effective Dates of Offer

Offer prices and costs in Proposer submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the Buyer prior to the proposal due date.

Proprietary Proposal Material.

The City requests that companies refrain from requesting the public disclosure of proposal information until an intent to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information requests for such information as required by State Law.

Proposers should understand that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) they submit to the City become public records under Oregon State Law. Public records must be promptly disclosed upon requests unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas. However, public-disclosure exemptions are narrow and specific. Proposers are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Proposers are obligated to separately bind and clearly mark as “proprietary” information any proposal records they believe are exempted from disclosure. The body of the proposal may refer to these separately-bound records. Proposers should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety.

If the City receives a public disclosure request for records that a Proposer has marked as “proprietary information,” the City may notify the Proposer of this request and postpone disclosure briefly to allow the Proposer to file a to enjoin disclosure. However, this is a courtesy of the City and not an obligation.

The City has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under Oregon law. By submitting a Proposal the Proposer acknowledges this obligation; the Proposer also acknowledges that the City will have no obligation or liability to the Proposer if the records are disclosed.

Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Proposer in preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer’s participation in demonstrations and the pre-proposal conference.

Proposer Responsibility

It is the Proposer's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in Oregon Revised Statutes.

Readability

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Changes in Proposals

Prior to the Proposal submittal closing date and time established for this RFP, a Proposer may make changes to its Proposal provided the change is initialed and dated by the Proposer. No change to a Proposal shall be made after the Proposal closing date and time.

Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

Withdrawal of Proposal

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Proposals and Rights of Awards

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

Incorporation of RFP and Proposal in Contract

This RFP and Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the Proposer.

No Gifts and Gratuities

Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City, or a member of the elected body, that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any City employee or member of the elected body. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade

shows. It is also unlawful for anyone to offer such items, to influence or cause them to refrain from submitting a bid/response. Vendors must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing. This is applicable to any business practice, whether a contract, solicitation or activity related to City business.

Involvement of Former City Employees

Upon receiving an intention to award, Proposer shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was an official, officer or employee of the City. Contractor shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.

No Conflict of Interest

Proposer confirms that Proposer does not have a business interest or a close family relationship with any City elected official, officer or employee who was, is, or will be involved in Contractor selection, negotiation, drafting, signing, administration or evaluating Contractor performance. Should any such relationship exist, Contractor shall notify the RFP Coordinator in writing and the City shall make sole determination as to compliance.

8. RESPONSE FORMAT AND ORGANIZATION

Legal Name. When preparing all forms below, be sure to use your proper legal business name.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

1. Cover Letter (optional)

2. Minimum Qualifications: The proposer must provide references to document successful deployment of automated photo radar equipment in a minimum of three (3) cities, counties, states, or provinces. Proposers shall provide points of contact for each reference, a description of the services provided, the length of time service has been in place, and the results of the deployment.

3. Vendor Questionnaire: This questionnaire attached is a mandatory form, and the City will reject proposals that do not enclose it with their proposal.

4. Functional Response: Elements of the proposal response will be scored or ranked by the Evaluation Committee. It is important responses to the functional specifications in Section 5 of this RFP be identified with the same enumeration used in the text. All

responses should be brief and on point. Glossy brochures and extraneous materials should be avoided.

5. Financial Response: Please seal financial response attached in separate envelope within your proposal package.

9. EVALUATION PROCESS

Step #1: Initial Screening

Minimum Qualification (MQ) and Responsiveness: City Administration will review proposals for initial decisions in meeting the minimum qualification, responsiveness, and responsibility. Those meeting the minimum qualification that are responsive and responsible based on this initial review shall proceed to Step 2.

Step #2: Proposal Evaluation

The Project Evaluation Team, comprised of members of cooperating City Departments, will evaluate proposals using the criteria listed below. Responses will be scored and ranked in accordance with the weightings specified below.

| Evaluation Criteria | Weight |
|--|--------|
| Management Qualifications- Based on responses to Section 3 and Vendor Questionnaire | 25% |
| Technical Qualifications- Based on responses to functional specifications in Section 5 | 50% |
| Financial Proposal | 25% |
| TOTAL: | 100% |

The Evaluation Team will evaluate the business qualifications and record of achievement of qualified firms based on materials submitted. Each vendor's technical qualifications will be evaluated considering the responses to the functional specifications detailed in Section 5. Finally, each vendor's financial proposal will be evaluated, considering both proposed direct contract costs provided by the vendor and the Evaluation Team's estimates of non-contract costs to the City entailed by each proposal. The City is not obligated to select the lowest price submission but rather will consider all criteria using the weights indicated. Unless there is a tie, the vendor receiving the highest total score after consideration of each of the evaluation criteria will be the Apparent Successful Bidder.

If there is a tie between vendors for the highest total score after consideration of all of the evaluation criteria, the Project Evaluation Team will interview all such vendors. After these interviews, the Evaluation Team will by consensus determine its recommendations for the Apparent Successful Vendor, consistent with its judgment of the interview responses and the best interests of the City.

Step #3: Selection

The Evaluation Team will recommend to the RFP Coordinator the Apparent Successful Bidder for a single award.

Repeat of Evaluation Steps: If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such an event, the City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification:

Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

10. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all the Vendors responding to the Solicitation. Please note, however, that there are time limits on protests to bid/response results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

Instructions to the Apparently Successful Vendor(s)

The Apparently Successful Vendor will receive an Intent to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract.

The City RFP Coordinator will identify any items that require discussion before finalizing the full agreement. If any items require discussion in the opinion of the City, the City has provided no more than 30 calendar days to finalize such discussions. If mutual agreement requires more than 30 calendar days, the City retains the option to terminate negotiations, reject the Proposer and disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

The Vendor will be expected to execute the contract and provide all essential documents within fifteen (15) business days of receipt of the final contract. If the selected Vendor fails to sign the executed contract within the allotted fifteen (15) day time frame, the City may elect to cancel the intended award and award to the next ranked Vendor, or cancel or reissue this solicitation.

Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this same or similar product/service.

Checklist of Final Submittals Prior to Award

The Vendor should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Fairview Business License
- State of Oregon Business License
- Certificate of Insurance

Taxpayer Identification Number and W-9.

Unless the Vendor has already submitted a Taxpayer Identification and Certification Request Form (W-9) to the City, the Vendor must execute and a W-9 form prior to the contract execution date.